June 30, 2021 Commercial Services Agreement 3/13/2018



	######################################	
Cox Account Rep:	Matt Jackson	Cox System Address:
Phone Number:	316-260-7426	901 George Washington Blvd
Fax Number:		WICHÍTA, KS 67211

<u>uscomer information</u>		Authorized custome	r Representative Information
Legal Company Name:	USD 257 IOLA	Full Name:	Jeremy Meyer
Street Address:	305 N WASHINGTON AVE	Billing Contact:	620-365-4704
City/State/Zip:	IOLA, KS 66749	Fax:	
Billing Address:		Contact Number:	620-365-4704
City/State/Zip:		Email Address:	jeremy.meyer@usd257.org
Cox Account #:	580-0319472 - 05		
Merge Bill	No		

Service Address: 305 N WASHINGTON AVE	, IOLA, KS, 66749				0-365-4704 nt ID: 580-0:	319472-05
Service Description Pre	Transfer of the control of the control	Unit Price	Term (Months)	Туре	Service	Charges
					Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 1 Gbps	1	\$2,260.00	36	New	\$2,260.00	
Metro E-1Gb UNI Interstate	1	\$950.00	36	New	\$950.00	
EVC Standard Interstate	1	\$0.00	36	New	\$0.00	
Cox Optical Internet Installation	1	\$0.00				\$0.00
Cox Metro E (FIBER) - Installation Fee	1	\$0.00				\$0.00
Equipment Description		Qua	ntity	Unii	Price	Total Fee
•						
Totals for USD 257 IOLA: MRC:	\$3,210.00	NRC:	\$0.00	Equipment	t Cost:	\$0.00

Service Address: 300 E JACKSON St. Tola,	KS, 66749			Phone: 62	0-228-2369	
				Cox Accou	nt ID: 580-0	607986-01
Service Description Pr	전 경시 1 전부 (MOTOL - 1 관련은 사용된)	Unit Price	Term (Months)	Туре	Service	Charges
					Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate	1	\$950.00	36	New	\$950.00	
EVC Standard Interstate	1	\$0.00	36	New	\$0.00	
Cox Metro E (FIBER) - Installation Fee	1	\$0.00				\$0.00
Equipment Description		Qua	ntity	Unit	Price	Total Fee
Totals for IOLA HIGH SCHOOL: MRC:	\$950.00	NRC:	\$0.00	Equipmen	Cost:	\$0.00

ervice Address: 600 EAST St, Iola,	KS, 66749				Phone: 620 Cox Accou)-228-2309 nt ID: 580-0:	316163-01
Service Description	Prev	New	Unit	Term	Туре	Service	AND THE RESERVE AND THE
	QTY	QTY	Price	(Months)		Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate	agojano diprima (jeto, 1964).	1	\$950.00	36	New	\$950.00	
EVC Standard Interstate		1	\$0.00	36	New	\$0.00	
	_		+0.00			-	\$0.00
Cox Metro E (FIBER) - Installation Fee Equipment Descr	iption	1	\$0.00 Qua	ntity	Unit	Price	Total Fee
otals for IOLA MIDDLE SCHOOL	MRC:	\$950.00	NRC:	\$0.00	Equipmen	: Cost:	\$0.00
JSD 257: Service Address: 700 N JEFFERSON	AVE IOLA.	KS, 66749			Phone: 62	0-365-4820	
					Cox Accou	nt ID: 580-0	
Service Description	Prev QTY	New OTY	Unit Price	Term (Months)	Туре	Service	Charges
						Monthly Recurring	One Time Activation & Setup
프로그램 경고하고 원모를 그래 같았다.							Fees
Metro E-1Gb UNI Interstate		1	\$950.00	36	New	\$950.00	
EVC Standard Interstate		1	\$0.00	36	New	\$0.00	
Cox Metro E (FIBER) - Installation Fee		1	\$0.00	<u> </u>	 		\$0.00
COX FICTION (TIDEIX) Tristalidation Fee			1,	intity	Uni	t Price	Total Fee
Equipment Desc	ription	effeti <u>a nome</u>	Qua		7.77		
Totals for LINCOLN ELEMENTARY SCHOOL:	MRC:	\$950.00	NRC:	\$0.00	Equipmen		\$0.00
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON	MRC:				Equipmen	t Cost: 0-365-2912 nt 1D: 580-0	
Equipment Desc Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description	MRC:	KS, 66749	NRC	\$0.00	Equipmen Phone: 62	t Cost: 0-365-2912 nt 1D: 580-0	316167-01 Charges One Time Activation
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description	MRC: AVE, IOLA,	KS, 66749 New QTY	NRC: Unit Price	\$0.00 Term (Months)	Equipmen Phone: 62 Cox Accol Type	t Cost: 0-365-2912 nt ID: 580-0 Service Monthly Recurring	316167-01 Charges One Time Activation
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON	MRC: AVE, IOLA,	KS, 66749 New	NRC:	\$0.00	Equipmen Phone: 62	t Cost: 0-365-2912 int ID: 580-0 Service Monthly	316167-01 Charges One Time Activation
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate	MRC: AVE, IOLA, Prev QTY	New QTY	Vnit Price \$950.00 \$0.00	\$0.00 Term (Months)	Equipmen Phone: 62 Cox Accounty Type	t Cost: 0-365-2912 int ID: 580-0 Service Monthly Recurring	316167-01 Charges One Time Activatio & Setup Fees
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate Cox Metro E (FIBER) - Installation Fee	MRC: AVE TOLA Prev QTY	KS, 66749 New QTY	### Unit Price ### \$950.00 \$0.00 \$0.00	\$0.00 Term (Months) 36 36	Phone: 62 Cox Accol Type New New	0-365-2912 int 1D: 580-0	316167-01 Charges One Time Activation & Setup Fees \$0.00
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate	MRC: AVE TOLA Prev QTY	New QTY	### Unit Price ### \$950.00 \$0.00 \$0.00	\$0.00 Term (Months)	Phone: 62 Cox Accol Type New New	t Cost: 0-365-2912 int ID: 580-0 Service Monthly Recurring	316167-01 Charges One Time Activation & Setup Fees \$0.00
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate Cox Metro E (FIBER) - Installation Fee	MRC: AVE TOLA Prev QTY	New QTY	### Unit Price ### \$950.00 \$0.00 \$0.00	\$0.00 Term (Months) 36 36	Phone: 62 Cox Accol Type New New	0-365-2912 Int ID: 580-0 Service Monthly Recurring \$950.00 \$0.00	316167-01 Charges One Time Activation & Setup Fees
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate Cox Metro E (FIBER) - Installation Fee Equipment Description	AVE IOLA Prev QTY cription	New QTY 1 1 1 1 \$950.00	\$950.00 \$0.00 Qua	\$0.00 Term (Months) 36 36 36	Phone: 62 Cox Accounty Type New New Uni Equipmen	0-365-2912 Int ID: 580-0 Service Monthly Recurring \$950.00 \$0.00	316167-01 Charges One Time Activation & Setup Fees \$0.00 Total Fee
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate Cox Metro E (FIBER) - Installation Fee Equipment Description Totals for JEFFERSON ELEMENTARY SCHOOL:	AVE IOLA Prev QTY cription	New QTY 1 1 1 1 \$950.00	\$950.00 \$0.00 Qua	\$0.00 Term (Months) 36 36 36	Phone: 62 Cox Accounty Type New New Uni Equipmen Phone: 62 Cox Accounty Cox Accounty Phone: 63 Cox Accounty Type	t Cost: 0-365-2912 Int ID: 580-0 Service Monthly Recurring \$950.00 \$0.00 t Price It Cost: 20-365-4860 Int ID: 580-0 Service	316167-01 Charges One Time Activatio & Setup Fees \$0.00 Total Fee \$0.00
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate Cox Metro E (FIBER) - Installation Fee Equipment Description Totals for JEFFERSON ELEMENTARY SCHOOL: Service Address: 209 S KENTUCKY	MRC: Prev QTY ription MRC: ST, IOLA, K	New QTY 1 1 1 \$950.00 5,66749 New	## Unit Price ## \$950.00 ## \$0.00 ## Qua ## NRC:	\$0.00 Term (Months) 36 36 36 37 Antity \$0.00	Phone: 62 Cox Accounty Type New New Uni Equipmen Phone: 62 Cox Accounty Cox Accounty Phone: 63 Cox Accounty Type	t Cost: 0-365-2912 Int ID: 580-0 Service Monthly Recurring \$950.00 \$0.00 t Price It Cost: 10-365-4860 Int ID: 580-6	316167-01 Charges One Time Activatio & Setup Fees \$0.00 Total Fee \$0.00 319803-01 Charges One Time Activatio
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate Cox Metro E (FIBER) - Installation Fee Equipment Description Totals for JEFFERSON ELEMENTARY SCHOOL: Service Address: 209 S KENTUCKY	AVE IOLA Prev QTY ription MRC: ST, TOLA, K Prev QTY	New QTY 1 1 1 \$950.00 5,66749 New	## Unit Price ## \$950.00 ## \$0.00 ## Qua ## NRC:	\$0.00 Term (Months) 36 36 36 37 Antity \$0.00	Phone: 62 Cox Accounty Type New New Uni Equipmen Phone: 62 Cox Accounty Cox Accounty Phone: 63 Cox Accounty Type	t Cost: 0-365-2912 int ID: 580-0	316167-01 Charges One Time Activatio & Setup Fees \$0.00 Total Fee \$0.00 319803-01 Charges One Time Activatio
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate Cox Metro E (FIBER) - Installation Fee Equipment Desc Totals for JEFFERSON ELEMENTARY SCHOOL: Service Address: 209 S KENTUCKY	AVE IOLA Prev QTY ription MRC: ST, TOLA, K Prev QTY	New QTY 1 1 1 \$950.00 S, 66749 New QTY	NRC: Unit Price \$950.00 \$0.00 Qua NRC: Unit Price	\$0.00 Term (Months) 36 36 36 Intity \$0.00	Phone: 62 Cox Accounty Type New New Vni Equipmen Phone: 63 Cox Accounty Type	t Cost: 0-365-2912 Int ID: 580-0 Service Monthly Recurring \$950.00 \$0.00 t Price It Cost: 20-365-4860 Int ID: 580-0 Service Monthly Recurring	316167-01 Charges One Time Activatio & Setup Fees \$0.00 Total Fee \$0.00 319803-0: Charges One Time Activatio
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate Cox Metro E (FIBER) - Installation Fee Equipment Desc Totals for JEFFERSON ELEMENTARY SCHOOL: Service Address: 209 S KENTUCKY Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate	MRC: Prev QTY AVE IOLA Prev QTY ATTIOLA K Prev QTY	New QTY 1 1 1 1 \$950.00 Sr. 66749 New QTY	### Price ####################################	\$0.00 Term (Months) 36 36 36 antity \$0.00 Term (Months)	Phone: 62 Cox Accounty Type New New Vni Equipmen Phone: 62 Cox Accounty Type New New New New New New New N	### Cost: 0-365-2912	316167-01 Charges One Time Activatio & Setup Fees \$0.00 Total Fee \$0.00 Charges One Time Activatio & Setup
Totals for LINCOLN ELEMENTARY SCHOOL: Service Address: 300 S JEFFERSON Service Description Metro E-1Gb UNI Interstate EVC Standard Interstate Cox Metro E (FIBER) - Installation Fee Equipment Desc Totals for JEFFERSON ELEMENTARY SCHOOL: Service Address: 209 S KENTUCKY Service Description	AVE, IOLA, Prev QTY ST, IOLA, K Prev QTY	New QTY 1 1 1 \$950.00 S, 66749 New QTY	### Price ####################################	\$0.00 Term (Months) 36 36 36 antity \$0.00 Term (Months)	Phone: 62 Cox Accounty New New Phone: 62 Cox Accounty New	### Cost: 0-365-2912	316167-01 Charges One Time Activatio & Setup Fees \$0.00 Total Fee \$0.00 319803-0: Charges One Time Activatio

it Vice Address 408 N. COTTONWO			merce in the		Phone: 62	nt ID: 580-01	583509-01
Service Description	Prev	New	Unit	Term	Туре	Service	
	QTY	QTY	Price	(Months)		Monthly Recurring	One Time Activation & Setup Fees
		1	\$950.00	36	New	\$950.00	
etro E-1Gb UNI Interstate VC Standard Interstate		1	\$0.00	36	New	\$0.00	
AC Standard Intersence	,						
ox Metro E (FIBER) - Installation Fee		1	\$0.00	***************************************			\$0.00
Equipment Desc			Qua	intity	Unl	t Price	Total Fee
otals for CROSSROADS LEARNING	g MRC:	\$950.00	NRC:	\$0.00	Eguipmen	t Cost:	\$0,00
komotion Details		timpopr ende s	a destata esta e				
the "Service Terms"); (i) the terms the "General Terms") and (iii) any mitation, the Cox tariffs, Service Gregulations, the Cox Acceptable rww.cox.com/internetdisclosures. Exchowledges receipt and acceptance erms and conditions by signing this fi, relating to or concerning this Agricustomer opts out pursuant to the Cond Customer authorizes Cox to check the conditional and may change	y other terms uides set forth a Use Policy whibit A is attended for the Service Agreement. Becament and/or bispute Resoluteck credit. The attended for the Service Resoluteck credit.	and condition at http://www.y	ons applicable 12.cox.com/bu 12.cox.cox.com/bu 12.cox.cox.com/bu 12.cox.cox.cox.cox.cox.cox.cox.cox.cox.cox	to the Servisiness/voice/i Cox's Interrid into this A A), the AUP, Customer acceived through i ail Terms. This ide applicable ar signs and diverse acceding	ces set fort egulatory.co et. Service greement Ter gepts that any mandatory a Agreement taxes, fees, elivers this A	h above, incl ix ("SG"), Sta Disclosures y this reference, and all ot y and all dispund binding art is subject to the assessments greement to (f (i) the trans	uding withoute and Federal located ince. Custom her reference tes arising contration unleared to surchard for surchard fox unchangent Service
This Commercial Services Agreement the "Service Terms"); (ii) the terms the "General Terms") and (iii) any imitation, the Cox tariffs, Service General Terms") and continuous, the Cox Acceptable www.cox.com/internetdisclosures. Exchowledges receipt and acceptance the serms and conditions by signing this of, relating to or concerning this Agricustomer opts out pursuant to the Coustomer authorizes Cox to che which are additional and may change within thirty (30) days from the date (e.g. Private Line Type Services, Ethis Interstate in nature or designated eviewed the interstate/intrastate desuch designations are correct. Each method used by Customer is acceptated. "Acceptance" of the Agreement installation of Service at Customer Section 2 of the Service Terms. By s	y other terms uides set forth Use Policy xhibit A is att e of the Service Agreement. Be eement and/or bispute Resolut eck credit. The the the the the the entermination of the party may us the to Cox. The the to Cox. The the to Cox. The the to Cox. Shall the	and condition at http://www.y	ins applicable 2.cox.com/bu 2.cox.cox.com/bu 2.cox.cox.com/bu 2.cox.cox.cox.cox.cox.cox.cox.cox.cox.cox	to the Servisiness/voice/i Cox's Interriad into this A A), the AUP, Customer acceleration of the Aup, al Terms. This ide applicable ar signs and di comer acknow (ii) at least 1 port Service(sed in the Se	ces set fort regulatory.co net Service greement be General Ten pats that any mandatory a Agreement taxes, fees, elivers this A ledges that of 0% of traffic 0% of traffic of traffic of traffic of traffic resignature and understant authorized C	th above, inclose ("SG"), Star Disclosures by this reference, and all ot a rand all dispund binding art is subject to a seessments of (i) the transited interstate, on above and ided the elect istomer and ", if this Agreeme ands the 911	uding withoute and Federace Custom her reference tes arising (sitration unless arising controller) or surchard controller appropert Service port Service port Service port Service customer is attests that ronic signate Acceptance action of (ii) Controller is service, disclosured sentative.
the "Service Terms"); (i) the terms the "General Terms") and (iii) any mitation, the Cox tariffs, Service Gegulations, the Cox Acceptable row.cox.com/internetdisclosures. Exchowledges receipt and acceptance erms and conditions by signing this fi, relating to or concerning this Agricustomer opts out pursuant to the Conditional and may change within thirty (30) days from the date e.g. Private Line Type Services, Ethis Interstate in nature or designated eviewed the interstate/intrastate desuch designations are correct. Each method used by Customer is acceptated. "Acceptance" of the Agreement installation of Service at Customer Section 2 of the Service Terms. By s	and condition of other terms uides set forth a Use Policy whibit A is attended to the Service Agreement and/or bispute Resolution of the Services for Internet trisignation of the party may us to be to Cox. The by Cox shall cuigning this Agreement and cuid the services of the services o	and condition at http://www.y	ins applicable 2.cox.com/bu 2.cox.com/bu 2.cox.com/bu 2.p*), and d incorporate luding Exhibit Agreement, Cast boundaries or e entire trans Service(s) liste signature to s shall be effect bowledges that represent that Cox Comm Signature:	to the Servisiness/voice/i Cox's Interrid into this A A), the AUP, Customer acceleration of the Auplication	ces set fort regulatory.co net Service greement be General Ten pats that any mandatory a Agreement taxes, fees, elivers this A ledges that of 0% of traffic 0% of traffic of traffic of traffic of traffic resignature and understant authorized C	th above, inclose ("SG"), Star Disclosures by this reference, and all other and all dispund binding art is subject to a assessments of (i) the transited interstate, on above and ided the electristomer and ", if this Agreeme ands the 911 ustomer represent of the star and the sta	uding withoute and Federace. Custom her reference the arising (sitration unleared) port Service port Service customer lattests that ronic signat Acceptance" ent or (ii) Could be unleared. It is closured sentative.
the "Service Terms"); (ii) the terms the "General Terms") and (iii) any imitation, the Cox tariffs, Service Gregulations, the Cox Acceptable www.cox.com/internetdisclosures. Exchowledges receipt and acceptance erms and conditions by signing this of, relating to or concerning this Agricustomer opts out pursuant to the Conditional and may change within thirty (30) days from the date e.g. Private Line Type Services, Ethis Interstate in nature or designated reviewed the interstate/intrastate desuch designations are correct. Each method used by Customer is accepted to the Cox. "Acceptance" of the Agreement installation of Service at Customer Section 2 of the Service Terms. By security of the Customer Cox."	and condition of other terms uides set forth a Use Policy whibit A is attended to the Service Agreement and/or bispute Resolution of the Services for Internet trisignation of the party may us to be to Cox. The by Cox shall cuigning this Agreement and cuid the services of the services o	and condition at http://www.y	ins applicable 2.cox.com/bu 2.cox.com/bu 2.cox.com/bu 2.p*), and d incorporate luding Exhibit Agreement, C 3 shall be resol in the Genere do not inclu vided Custome reement, Custome reement is signature Cox Comm Signature	to the Servisiness/voice/i Cox's Interrid into this A A), the AUP, Customer acceleration of the Auplication	ces set fort regulatory.co net Service greement be General Ten pats that any mandatory a Agreement taxes, fees, elivers this A ledges that of 0% of traffic 0% of traffic of traffic of traffic of traffic resignature and understant authorized C	th above, inclose ("SG"), Star Disclosures y this reference, and all dispund binding art is subject to assessments agreement to (f (i) the transfed interstate, on said transfed interstate, on the electristomer and ", f this Agreeme and the 911 ustomer repres; Cox Kansas	uding withoute and Federace Custom her reference tes arising (sitration unless arising controller) or surchard controller appropert Service port Service port Service port Service customer is attests that ronic signate Acceptance action of (ii) Controller is service, disclosured sentative.
the "Service Terms"); (ii) the terms the "General Terms") and (iii) any imitation, the Cox tariffs, Service General Terms") and (iii) any equilations, the Cox Acceptable www.cox.com/internetdisclosures. Except and acceptance of the terms and conditions by signing this of, relating to or concerning this Agricustomer opts out pursuant to the Conditional and may change within thirty (30) days from the date, g. Private Line Type Services, Ethis Interstate in nature or designated eviewed the interstate/intrastate desuch designations are correct. Each method used by Customer is acceptated to the Service at Customer Section 2 of the Service Terms. By section 2 of the Service Terms. By sectional within the Service Terms. By sectional service Section 2 of the Service Terms. By sectional service Section 2 of the Service Terms. By sectional service Section 2 of the Service Terms. By sectional service Section 2 of the Service Terms. By sectional service Section 2 of the Service Terms. By section 2 of the Service Terms.	and condition of other terms uides set forth a Use Policy whibit A is attended of the Service Agreement and/or bispute Resoluteck credit. The above. By sight ernet Services for Internet tresignation of the party may usuble to Cox. The by Cox shall of so location. Cuigning this Agr	and condition at http://www.y	ins applicable 2.cox.com/bu 2.cox.com/bu 2.cox.com/bu 2.p*), and d incorporate luding Exhibit Agreement, Cast boundaries or e entire trans Service(s) liste signature to s shall be effect bowledges that represent that Cox Comm Signature:	to the Servisiness/voice/i Cox's Interrial into this A A), the AUP, Customer acceleration of the AUP, Customer acceleration of the Auplication of	ces set for regulatory control Service igreement is General Tenepts that any mandatory at Agreement taxes, fees, elivers this Aledges that if the considering is considered in the control of the control	th above, inclose ("SG"), Star Disclosures y this reference, and all dispund binding art is subject to assessments agreement to (f (i) the transfed interstate, on said transfed interstate, on the electristomer and ", f this Agreeme and the 911 ustomer repres; Cox Kansas	uding withoute and Federace Custom her reference tes arising (sitration unless arising controller) or surchard controller appropert Service port Service port Service port Service customer is attests that ronic signate Acceptance action of (ii) Controller is service, disclosured sentative.

1. **E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE http://www2.cox.com/business/voice/regulatory.cox.

Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

- Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.
- 4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.
- **5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also provide *Version* 09.14.2017

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP http://ww2.cox.com/aboutus/policies/business-policies.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, THROUGHPUT RATE, OR WILL BE BANDWIDTH OR UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY, COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.